Exhibit A

DiSABATO & BOUCKENOOGHE LLC
David J. DiSabato, Esq. Attorney ID No.: 012641997
4 Hilltop Road
Mendham, New Jersey 07945
Phone: 973.813.2525
Fax: 973.900.8445

Attorney for Plaintiff Mary Lisa Rapa,
on behalf of herself and the putative class

RECEIVED & FILED
SUPERIOR COURT
2016 AUG 24 P 4: 21
MORRIS COUNTY
CIVIL DIVISION

MARY LISA RAPA, on behalf of himself and the putative class, Plaintiff, vs. P.C. RICHARD & SON, LLC, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION - MORRIS COUNTY DOCKET NO.: MRS-L-1891-16 Civil Action **CLASS ACTION COMPLAINT AND JURY DEMAND**

Plaintiff MaryLisa Rapa, of 53 Castle Ridge Drive, East Hanover, New Jersey 07936 ("Plaintiff"), on behalf of herself and all others similarly situated, through her undersigned attorneys, by way of Complaint, states and alleges matters pertaining to herself and her own acts, upon personal knowledge, and as to all other matters, upon information and belief, based upon the investigation undertaken by her counsel, as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action for damages against Defendant P.C. Richard & Son, LLC ("Defendant") for violating N.J.S.A. 56:11-42, a section of New Jersey's Fair Credit Reporting Act ("NJFCRA"), N.J.S.A. 56:11-28 *et seq.*, which prohibits the printing of certain credit card information on sales receipts. The statute provides that "no retail sales establishment shall print electronically more than the last five digits of a customer's credit card account number

or the expiration date of that credit card upon any sales receipt provided at the point of sale to the customer."

2. Defendant has violated the the Federal Fair and Accurate Credit Transactions Act, 15 U.S.C.A. §1681c(g) ("FACTA") and NJFCRA with respect to Plaintiff and all other customers similarly situated, and accordingly Plaintiff and all those similarly situated are entitled to recover any actual and statutory damages, including attorneys' fees, as a result.

3. New Jersey's Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA"), N.J.S.A. 56:12-14 *et seq*., prohibits the inclusion of any provision in a consumer contract, warranty, notice or sign that violates any other law. Defendant's electronic printing of Plaintiff's expiration date on a sales receipt in violation of FACTA and the NJFCRA is also a violation of TCCWNA.

4. TCCWNA also prohibits the breach by a party of any of that party's legal responsibilities. Defendant's inclusion of Plaintiff's expiration date on a sales receipt in violation of FACTA and the NJFCRA is a breach of Defendant's legal responsibilities under FACTA and the NJFCRA and is therefore a violation of TCCWNA.

5. Defendant has violated TCCWNA with respect to Plaintiff and all other customers similarly situated, and accordingly Plaintiff and all those similarly situated are entitled to recover statutory damages and attorneys' fees as a result.

PARTIES

6. Plaintiff MaryLisa Rapa is a consumer under New Jersey's Fair Credit Reporting Act, N.J.S.A. 56:11-28 *et seq*., and is a resident of the State of New Jersey who made a credit

card purchase at Defendant's Hanover Store #43, 243 State Route 10, Hanover, New Jersey 07981 on June 22, 2016.

7. Defendant P.C. Richard & Son, LLC is a limited liability company organized under the laws of the State of New York, with a principal place of business located at 150 Price Parkway, Farmingdale, New York 11735, and with several retail locations located throughout New Jersey, including one located in Hanover, New Jersey.

JURISDICTION AND VENUE

8. Jurisdiction in this action properly lies here because the acts and practices complained of by Plaintiff occurred within this State. Defendant's liability to Plaintiff arose within the jurisdictional region of this Court. Defendant does substantial business in this State, advertises in this State, receives substantial profits in monies charged to residents of this State, and has engaged in unlawful practices under the New Jersey Fair Credit Reporting Act, N.J.S.A. 56:11-28 *et seq.*, in this State, so as to subject itself to jurisdiction in this State.

9. Plaintiff has standing to bring these claims because she has suffered a concrete injury in-fact, consisting of the violation of her protectable statutory rights as described herein, which confers jurisprudential standing under both State and Federal law.

10. Venue is proper in this County under Rule 4:3-2(a)(3) because Plaintiff's cause of action arose in this County when Plaintiff made her purchase and because Plaintiff resides in this County. Moreover, Defendant transacts business in the State of New Jersey and is subject to personal jurisdiction in New Jersey and this County.

BACKGROUND

11. N.J.S.A. 56:11-42 prohibits the printing of certain credit card information of sales receipts, and went into effect on January 1, 2004 as an amendment to the NJFCRA. N.J.S.A.

56:11-42 is modeled after 15 U.S.C. §1681c(g) of the Fair and Accurate Credit Transactions Act of 2003 ("FACTA"), a section of the Federal Fair Credit Reporting Act. *See* N.J.S.A. 56:11-41. The purpose of both the Federal and New Jersey statutes is to aid in the prevention of identity theft and credit/debit card fraud, improve the accuracy of consumer records and make improvements in the use of, and consumer access to, credit information.

12. N.J.S.A. 56:11-42 generally prohibits the printing of either: (1) more than the last five digits of a person's credit card account number or (2) the card's expiration date upon any electronically printed sales receipt provided to a cardholder at the point of sale or transaction. Complying with these specific provisions is generally referred to as "truncation" of the card's information.

13. The NJFCRA provides for a private cause of action for the violation of any of its provisions at N.J.S.A. 56:11-38 and specifically states that any person who willfully violates the statute shall be liable to the consumer in an amount equal to the sum of any actual damages sustained by the consumer because of the violation or damages of not less than $100 but not more than $1,000, punitive damages, costs of the litigation and reasonable attorneys' fees.

14. Moreover, any person or entity who negligently violates the statute shall be liable to the consumer in an amount equal to the sum of any actual damages sustained by the consumer, punitive damages, costs of the litigation and reasonable attorneys' fees.

15. Similarly, the FACTA, 15 U.S.C.A. §1681c(g), enacted in 2003, provides as follows:

> Except as otherwise provided in this subsection, no person that accepts credit cards or debit cards for the transaction of business shall print . . . the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.

16. FACTA gave merchants who accept credit or debit cards up to three years to comply with its requirements, requiring full compliance with its provisions by no later than December 4, 2006.

17. On June 3, 2008, however, FACTA was amended to provide a limited extension or reprieve for those merchants who failed to timely comply after 2006 but before June 3, 2008:

> [A]ny person who printed an expiration date on any receipt provided to a consumer cardholder at a point of sale transaction between December 4, 2006 and June 3, 2008, but otherwise complied with the requirements of section 1681c(g) of this title for such receipt shall not be in willful noncompliance with section 1681c(g) of this title by reason of printing such expiration date on the receipt.

18. As part of their merchant rules or card management guidelines, which were provided and agreed to by retailers, including Defendant PC Richard, credit card companies regulate the truncation of certain consumer information on receipts and imposed penalties on merchants who failed to comply with them.

19. The 2011 version of the "Card Acceptance Guidelines for Visa Merchants" which is distributed to and binding upon all merchants that accept Visa cards, including Defendant PC Richard, expressly requires that "all but the last four digits of the account number be suppressed on the cardholder copy of the transaction receipt" and "the expiration date should not appear on the cardholder copy of the transaction receipt." These rules were in place prior to Plaintiff's transaction. Defendant accepts Visa cards and is therefore a party to a contract requiring compliance with this requirement, and was specifically aware of this requirement prior to Plaintiff's transaction.

20. The February, 2012 version of MasterCard's Security Rules and Procedures Manual for merchants provides that all electronically printed receipts "must omit the Card

expiration date." Furthermore, all electronically printed receipts "must reflect only the last four (4) digits" of the primary account number. These rules were in effect prior to Plaintiff's transaction. Defendant accepts MasterCard cards and is therefore a party to a contract requiring compliance with this requirement, and was specifically aware of this requirement prior to Plaintiff's transaction.

21. Defendant was aware of and/or had access to the aforementioned rules prior to Plaintiff's transaction.

22. Furthermore, in May 2007, the Federal Trade Commission ("FTC") issued a release detailing the requirements of the Federal FACTA, which is mirrored in N.J.S.A. 56:11-42, which included deleting expiration dates from credit card receipts.

23. Despite the various forms of notice given to Defendant of the truncation requirements applicable to credit / debit card receipts, Defendant continued to print prohibited information on customer receipts.

24. Defendant also received notice of the FACTA requirements through agreements and periodic communications with credit card issuers, written information provided by Defendant's point-of-sale providers and monthly statements from Defendant's merchant-processing companies. As such, Defendant had actual knowledge of FACTA's truncation requirement.

25. Moreover, Defendant became undeniably aware of the truncation requirements applicable to credit / debit card receipts as the result of a lawsuit filed against PC Richard on or about November, 2015, in the United States District Court for the Southern District of New York (*Shea v. P.C. Richard & Son*, Case No. 1:15-cv-9069), in which PC Richard is alleged to have violated FACTA by failing to delete the expiration dates on credit or debit card receipts.

26. The foregoing lawsuit – alleging a willful violation of FACTA by PC Richard – identifies the precise conduct prohibited by FACTA, and placed PC Richard on actual notice that the printing of credit or debit card expiration dates on receipts is violative of FACTA.

27. Defendant printed prohibited information on its customer credit and/or debit card receipts despite, among other things, notifications prior to the enactment of both state and Federal truncation requirements, the enactment of both state and Federal law governing the printing of card information on electronically printed sales receipts (and resulting media publicity) and the filing of a lawsuit against Defendant in 2015 in which Defendant is placed on actual notice of the specific conduct prohibited by FACTA.

28. Not only was Defendant aware of the FACTA's requirements, but in light of the filing of the 2015 *Shea* lawsuit against PC Richard, Defendant certainly had a sufficiently high degree of actual knowledge of the FACTA's requirements that it would be implausible *not* to infer that the Defendant had actual knowledge of a previous violation of FACTA, and then recklessly or willfully endeavored to commit further violations of the same same statute by committing the same violations.

29. Moreover, not only has this Defendant actually been sued for a violation of FACTA, but there exists a raft of similar FACTA truncation suits in New Jersey as well as in other jurisdictions. Recent FACTA suits include, for example, the following: *Kamal v. J. Crew Group, Inc.*, Case No. 2:15-cv-190 (D.N.J. 2015); *Reed v. Swatch Group, Inc.*, Case No. 14-896 (D.N.J. 2014); and *Nelson v. Bottle King (Ledgewood B.K., Inc.)*, Docket No. MRS-L-2426-12.

30. In light of the existence of many FACTA suits (including one against this very Defendant), PC Richard has actual knowledge of the existence of FACTA's requirements, the

precise conduct that is prohibited by FACTA, the legal risks of non-compliance with FACTA, and how to comply with FACTA if PC Richard chose to do so.

31. In the foregoing context, it is clear that acted to violate FACTA in a way that was voluntary and knowing with a purpose to disobey or disregard FACTA's requirements.

32. Therefore, Defendant's violation of FACTA constitutes a willful non-compliance and a clear violation of FACTA.

33. In addition, in light of its actual knowledge of FACTA's requirements and risks of non-compliance as set forth above, Defendant acted with a reckless disregard by violating FACTA while knowing that it was undertaking an objectively unjustifiably high risk of harm.

34. Defendant ignored this obvious and unjustifiably high risk by violating FACTA.

35. Defendant's continued printing of card expiration dates through at least June 22, 2016, despite actual knowledge of the prohibitions of FACTA, constitute a willful violation of 15 U.S.C.A. § 1681c(g) and N.J.S.A. 56:11-42.

FACTUAL ALLEGATIONS

36. On or about June 22, 2016, Plaintiff made a purchase at the Hanover location of P.C. Richard & Son, located at 243 State Route 10, Hanover, New Jersey 07981. Her purchase was made with a credit card. On the receipt of the transaction that was provided to Plaintiff, Defendant printed the expiration date of her credit card in direct violation of 15 U.S.C.A. § 1681c(g) and N.J.S.A. 56:11-42. (A copy of the redacted receipt is attached hereto as Exhibit A).

37. The receipt provided by Defendant to Plaintiff at the point of sale was electronically printed.

38. Upon information and belief, Defendant has systematically and continually printed credit/debit card receipts which contain(ed) some or all of the prohibited card information identified in 15 U.S.C.A. § 1681c(g) and N.J.S.A. 56:11-42.

39. Defendant's violations, as alleged herein, were not an accident or an isolated oversight. Rather, Defendant knowingly, intentionally, and willfully continued to use devices which were not programmed to, or otherwise did not comply with, 15 U.S.C.A. § 1681c(g) and N.J.S.A. 56:11-42.

40. Defendant knew that its receipt-printing practice contravened the rights of consumers under 15 U.S.C.A. §1681c(g) and N.J.S.A. 56:11-42, and recklessly disregarded whether its practice contravened consumers' rights. As a result of Defendant's knowing, intentional, willful and reckless disregard of the law, Plaintiff and the Class suffered an injury and were placed at a greater risk of identity theft, which the NJFCRA was enacted to protect against.

41. Pursuant to 15 U.S.C.A. §1681c(g) and N.J.S.A. 56:11-42, Defendant is subject to civil liability for its willful and reckless noncompliance with FACTA's statutory requirements.

CLASS ALLEGATIONS

42. This action is brought and may properly proceed as a class action, pursuant to Rule 4:32 of the New Jersey Court Rules. Plaintiff brings this class action on behalf of themselves and all others similarly situated. The Class is defined as follows:

> All New Jersey residents to whom Defendant provided an electronically printed receipt at the point of sale or transaction on which Defendant printed the expiration date of the person's credit or debit card between August 24, 2012 through August 24, 2016.

> Specifically excluded from the proposed class are any officers, directors or employees of Defendant and their immediate family members, and any judge presiding over this action and their immediate family members.

43. The Class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

44. Plaintiff's claims are typical of the claims of the members of the Class, as the claims arise from the same course of conduct by Defendant and the relief sought is common.

45. Plaintiff does not have interests antagonistic to the interests of the Class.

46. The Class, of which Plaintiff is a member, is readily identifiable and can be ascertained through discovery and notice.

47. Plaintiff will fairly and adequately protect the interests of the Class, and has retained competent counsel.

48. There are questions of law and fact common to the members of the Class. These common questions include:

a. Whether Defendant willfully and recklessly violated 15 U.S.C.A. §1681c(g) and N.J.S.A. 56:11-42 by failing to provide consumers, who used their credit and debit cards at the point of the sale(s) or transaction(s) with Defendant, with electronically printed receipts that complied with the statute at issue.

b. Whether Defendant violated the Truth-in-Consumer Contract, Warranty and Notice Act ("TCCWNA") (N.J.S.A. 56:12-14 *et seq.)* by failing to provide consumers, who used their credit and debit cards at the point of the sale(s) or transaction(s) with Defendants, with electronically printed receipts that complied with 15 U.S.C.A. §1681c(g) and N.J.S.A. 56:11-42.

49. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. The economic damages suffered by the individual class members are modest compared to the expense and

burden of individual litigation. A class action will allow for an orderly and expeditious administration of the claims of the Class and will foster economies of time, effort and expense.

50. The questions of law and/or fact common to the members of the Class predominate over any questions affecting only individual members.

51. The prosecution of separate actions by individual members of the Class creates a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for the Defendants in this action. Prosecution as a class action will eliminate the possibility of repetitious litigation.

52. The Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

53. Plaintiff does not anticipate any difficulty in the management of this litigation.

COUNT ONE

54. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges all prior allegations as if set forth at length herein.

55. N.J.S.A. 56:11-42 states as follows: "No retail stales establishment shall print electronically more than the last five digits of a customer's credit card account number or the expiration date of that credit card upon any sales receipt provided at the point of sale to the customer, except that the provisions of this section shall not apply to any sales receipt in which the sole means of recording the customer's credit card number is by handwriting or by an imprint or copy of the credit card."

56. Defendant is a retail sales establishment in that it sells goods to the general public at retail locations.

57. Defendant employs the use of devices that electronically print receipts at the point of sale or transaction.

58. On June 22, 2016, Plaintiff was provided with an electronically printed sales receipt by Defendant at its Hanover, New Jersey location.

59. On said sales receipt, Defendant printed the expiration date of Plaintiff's credit card.

60. The sales receipt failed to comply with the provisions of N.J.S.A. 56:11-42 in that it the expiration date of Plaintiff's credit card was printed on the receipt.

61. Defendant was aware, on and before June 22, 2016, of the provisions of N.J.S.A. 56:11-42, the need to comply with said provisions and the risk of non-compliance.

62. Prior to June 2016, credit card companies advised companies, including the Defendant, of the need for compliance with the truncation requirements.

63. Notwithstanding the actual and constructive knowledge of the provisions of Federal and New Jersey law governing truncations requirements; the notices from the FTC; and the actions of credit card companies regarding truncation requirements; and despite having been sued for this exact same conduct in 2015, Defendant knowingly, willfully, intentionally, and recklessly violated and continues to violate the N.J.S.A. 56:11-42. In turn, Plaintiff and members of the Class continue to be exposed to an elevated risk of identity theft.

64. As a result of Defendant's willful violations of New Jersey Fair Credit Reporting Act, Defendant is liable to Plaintiff and members of the Class pursuant to N.J.S.A. 56:11-42.

COUNT TWO

65. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges all prior allegations as if set forth at length herein.

66. 15 U.S.C.A. §1681c(g) states as follows: "Except as otherwise provided in this subsection, no person that accepts credit cards or debit cards for the transaction of business shall print . . . the expiration date upon any receipt provided to the cardholder at the point of sale or transaction."

67. Defendant is a "person that accepts credit cards or debit cards for the transaction of business" as defined by FACTA in that it sells goods to the general public at retail locations and regularly allows for payment by consumers via credit and debit cards.

68. Defendant employs the use of devices that electronically print receipts at the point of sale or transaction.

69. On June 22, 2016, Plaintiff was provided with an electronically printed sales receipt by Defendant at its Hanover, New Jersey location.

70. On said sales receipt, Defendant printed the expiration date of Plaintiff's credit card.

71. The sales receipt failed to comply with the provisions of 15 U.S.C.A. §1681c(g) in that it the expiration date of Plaintiff's credit card was printed on the receipt.

72. Defendant was aware, on and before June 22, 2016, of the provisions of 15 U.S.C.A. §1681c(g), the need to comply with said provisions and the risk of non-compliance.

73. Prior to June 2016, credit card companies advised companies, including the Defendant, of the need for compliance with the truncation requirements.

74. Notwithstanding the actual and constructive knowledge of the provisions of Federal and New Jersey law governing truncations requirements; the notices from the FTC; and the actions of credit card companies regarding truncation requirements; and despite having been sued for this exact same conduct in 2015, Defendant knowingly, willfully, intentionally, and

recklessly violated and continues to violate 15 U.S.C.A. §1681c(g). In turn, Plaintiff and members of the Class continue to be exposed to an elevated risk of identity theft.

75. As a result of Defendant's willful violations of New Jersey Fair Credit Reporting Act, Defendant is liable to Plaintiff and members of the Class pursuant to 15 U.S.C.A. §1681c(g).

COUNT THREE

76. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges all prior allegations as if set forth at length herein.

77. The electronically printed sales receipt printed by Defendant is a consumer notice and/or contract subject to TCCWNA.

78. Defendant is sellers within the meaning of N.J.S.A. 56:12-15.

79. Plaintiff is an aggrieved consumer within the meaning of N.J.S.A. 56:12-14 *et seq.* in that the expiration date of her credit card was not properly safeguarded by Defendants as is required by Federal and New Jersey law, and in that her statutory rights were violated thereby.

80. TCCWNA, at N.J.S.A. 56:12-15, prohibits any seller from offering, entering into, giving or displaying a written consumer contract or notice that includes a provision that violates a clearly established right of the consumer or a responsibility of the seller as established by New Jersey or Federal law.

81. The right of a consumer to be free from having the expiration date of his or her credit card printed on a sales receipt is a clearly established right under 15 U.S.C.A. §1681c(g) and N.J.S.A. 56:11-42 *et seq.*

82. The responsibility of a seller to refrain from electronically printing the expiration date of a consumer's credit card on a sales receipt is a statutory responsibility under 15 U.S.C.A. §1681c(g) and N.J.S.A. 56:11-42 *et seq*.

83. Defendant has violated TCCWNA by printing the expiration date of Plaintiff's credit card on her sales receipt in violation of 15 U.S.C.A. §1681c(g) and N.J.S.A. 56:11-42. The provision of the electronically printed receipt that violates TCCWNA is the provision including the following: "Expiration: --/--" in which Plaintiff's credit card expiration date is displayed.

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, demands judgment against the Defendant, as follows:

A. Certifying a Class, as defined herein, under New Jersey Court Rule under Rule 4:32-1(b)(3), and appointment of Plaintiff as class representative and her counsel of record as Class Counsel;

B. On behalf of the Class, for injunctive relief prohibiting Defendant from future violations of N.J.S.A. 56:11-42 and N.J.S.A. 56:12-14 *et seq*.;

C. On behalf of the Class, for a declaratory judgment that the Defendant violated N.J.S.A. 56:11-42 and N.J.S.A. 56:12-14 *et seq*.;

D. Statutory damages for violation of N.J.S.A. in an amount between $100.00 and $1,000.00 for Plaintiff and per Class member;

E. Statutory damages pursuant to N.J.S.A. 56:12-17 and all other applicable statutes for violations of N.J.S.A. 56:12-15;

F. Costs and reasonable attorneys' fees pursuant to N.J.S.A. 56:11-39 and N.J.S.A. 56:12-17;

G. All damages allowed pursuant to N.J.S.A. 56:11-39 and N.J.S.A. 56:12-17;

H. On behalf of Plaintiffs and the Class, for such other and further relief as they may be entitled or as the Court deems equitable and just.

I.

NOTICE TO ATTORNEY GENERAL OF ACTION

A copy of this Complaint will be mailed to the Attorney General of the State of New Jersey within 10 days after the filing with the Court, pursuant to N.J.S.A. 56:8-20.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, David J. DiSabato, Esq. is hereby designated as trial counsel for the Plaintiff in the above matter.

CERTIFICATION

Pursuant to Rule 4:5-1, I hereby certify, to the best of my knowledge, that the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated, except for a similar, but not identical, pending action captioned as *Shea v. P.C. Richard,* Case No. 1:15-cv-9069 (S.D.N.Y. 2015).

Dated: August 24, 2016

David J. DiSabato, Esq.
DISABATO & BOUCKENOOGHE LLC
4 Hilltop Road
Mendham, New Jersey 07945
973.813.2525
www.disabatolaw.com
Attorney for Plaintiff MaryLisa Rapa,
on behalf of herself and the putative class

EXHIBIT A

P.C. Richard & Son

The Appliance * TV * Electronics * Mattress Giant

Open 24/7 at PCRICHARD.COM

Hanover Store # 43
243 State Route 10 — 08/22/16
Hanover, NJ 7981 — 20:06:56
(973) 560-9600 — INVOICE: 43-965445-1

WE THANK YOU
OUR LOYAL CUSTOMER
FOR YOUR BUSINESS

Sales Counselor:
5414 Kevin

Type	Qty	Model	Description	Ext.Price
TK	1	DLCR2	Duracell Battery	7.97

TOTAL TAXABLE	7.97
TAX @ 7.000 %	.56
GUARANTEED PRICE	8.53
TODAY'S TAKEN MDSE	8.53
AMERICAN EXPRESS	8.53
BALANCE DUE	.00

INVOICE: 43-965445-1

Credit Card Information

Type	Account #	Approval	Transaction $
AMEX	****6004	[redacted]	8.53

Expiration: [redacted]

SUBJECT TO THE FOLLOWING:

1. On all sales unless you have purchased a P.C. Richard & Son Extended Service Protection Plan, merchandise is covered by Manufacturer's Warranty only.
2. 30-Day Merchandise Return/Refund Policy
   (NOT APPLICABLE TO NON RETURNABLE ITEMS)
   Must be in new condition, in original carton with UPC code and all packaging, accessories and manuals.
3. Authorized credit card refunds will be applied to the credit card used for purchase.
4. Authorized refunds of payments made by cash, check or debit card are paid by check through our controller's office. Please allow approximately 14 business days for processing.

The Company You Can Trust

"RICHARD IS RELIABLE"

Est. 1909